

CONSERVATION RESTRICTION

To The Kestrel Trust

Sabina Cournoyer

I, Sabina Cournoyer, with an address of 66 Wentworth Manor Drive, Amherst, MA 01002, being the owner of the granted premises and intending hereby to bind herself and her heirs, successors and assigns, who, together with the said Sabina Cournoyer, are collectively referred to herein as "Grantor", acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant as a gift, with quitclaim covenants, to The Kestrel Trust, a Massachusetts non-profit charitable trust, qualified to hold Conservation Restrictions in accordance with Chapter 184 of the Massachusetts General Laws, and having an address at P.O. Box 1016, Amherst, MA 01004, its successors and permitted assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction (hereinafter, the "Conservation Restriction" or the "Restriction") on a parcel of land of approximately 4.07 acres located at 66 Wentworth Manor Drive, Amherst, Massachusetts, said parcel being described in Exhibit A attached ("Premises"). For Grantor's title to the Premises, see Hampshire County Registry of Deeds Book 1495, Page 490

Conservation Purposes: This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in their open, natural and scenic condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises, or the conservation values or the public use and enjoyment of adjacent properties. The public benefits resulting from conservation of the Premises include, without limitation:

- 1) Open Space Preservation: The Property has significant natural, open space, and scenic values (collectively, "conservation values") of great importance to Grantor and Grantee and to the people of the Town of Amherst, Hampshire County, the Commonwealth of Massachusetts, and the United States of America; and
- 2) Habitat Protection. The Premises have been maintained for many decades as wildlife habitat and include mature woods, a pond, small open meadow, and a variety of flora, especially including spring ephemerals and woodland shrubs. Together with adjacent 50+ acres of land currently known as the Poor Estate, the Premises constitute important wildlife habitat and make up part of a stopover corridor for migrating songbirds.

- 3) Furtherance of Government Policy. Protection of the Premises furthers the Town of Amherst's Open Space and Recreation Plan goal of expanding and connecting existing preserved land and trail system to make a greenway network throughout town. The Premises are strategically located in a corridor of Town and Amherst College land that runs from Mount Pollux Conservation Area and the Plum Brook Conservation Area to the south north past Shays Street, Mount Castor, Amherst College farmland south of Mill Lane, and Amherst College Sanctuary land north of Mill Lane and extending all the way to College Street (Route 9), as shown in a map in Exhibit B. Protection of the Premises may eventually allow the re-routing of the 6-mile KC Trail from the road (it follows the Shays Street sidewalk from Crocker Farm School to the Amherst College-owned entrance to the trail up Mount Castor) to the Cournoyer parcel. The Premises is also located within the Plum Brook riparian corridor identified by the Town of Amherst's Open Space and Recreation Plan as a priority area for conservation initiatives.
- 4) Maintaining the Integrity of the Block of Undeveloped Land between Pomeroy Lane and Shays Street. The Conservation Restriction will cut off development access from the end of Wentworth Manor Drive (the only possible access from the north) to the undeveloped, 50-acre Poor Estate property to the south, which is currently under Chapter 61B status, and could be conserved in the future.
- 5) Baseline Report: The specific conservation values of the Property are documented in a Baseline Documentation Report, attached hereto as Exhibit B and incorporated herein by this reference, which documentation ("Baseline Documentation" or "Documentation Report") the parties agree provides an accurate representation of the Property as of the effective date of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

The terms of this Restriction are as follows:

A. Prohibited Uses. Except as provided in the reserved rights set forth in paragraph B below, the Grantor will neither perform nor allow others to perform the following acts and uses, which are expressly prohibited on, above and under the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, outdoor swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises, except for temporary tents;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit; alteration of the existing natural topography of the Premises; withdrawal of surface or ground water from the Premises, other than for use on the Premises.

- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) The use, storage or temporary or permanent parking, or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as provided in paragraph B below,;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (8) The use of the Premises for commercial recreational or commercial activities
- (10) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises; conveyance of a part or portion of the Premises, or division or subdivision of the Premises for conservation purposes, shall be permitted with the written consent of the Grantee; conveyance of the Premises in its entirety shall be permitted, provided that any such conveyance is subject to, and consistent with, the terms of this Conservation Restriction;
- (11) The use of the Premises for (a) transferal of development rights to any property, whether or not adjacent to the Premises; or (b) use in any calculations involving development of this or any other property, whether or not adjacent to the Premises, in any manner whatsoever.
- (12) Any other use of the Premises or activity thereon that is inconsistent with the purpose of this Restriction or that would materially impair conservation interests unless necessary in an emergency for the protection of the conservation interests that are the subject of this Restriction.

B. Reserved Rights. All acts and uses not prohibited in paragraph A are permissible, provided that they do not materially impair the conservation values or purpose of this Restriction. The following acts and uses, otherwise prohibited in Paragraph A, are permitted, provided that they do not materially impair the conservation values or purpose of this Restriction:

- (1) Recreational Activities. Hiking, cross-country skiing and other passive, non-motorized outdoor recreational activities that do not materially alter the landscape, degrade environmental quality, or involve more than *de minimis* use for commercial recreational activities.
- (2) Agriculture, Landscaping and Gardening. Limited agricultural, horticultural and animal husbandry activities carried out in accordance with environmentally sound

agricultural practices, including (i) the mowing of the existing half-acre open meadow and the cultivation of vegetables, including the use of motorized vehicles for such purposes.

- (3) Trees and Shrubs. The growing, cutting, trimming and removal of trees and shrubs, except that: (i) Grantee, at its sole discretion, may prohibit the planting of particular plant species deemed invasive or otherwise ecologically damaging, or may require Grantor to remove such plants if already planted.
- (4) Composting. The stockpiling, occasional burning, and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises, in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction.
- (5) Pond. The maintenance of the existing manmade pond and use of the pond for fire protection and, as necessary, the use of motorized vehicles or equipment for such purposes.
- (6) Wildlife Habitat Improvement. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
- (7) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the property, the Grantee's interest in the property, and the protected conservation values.
- (8) Use by Non-Profit for Open Space. In the event that the Grantor conveys the Premises to a qualified conservation or preservation-oriented non-profit organization, such organization shall have the right to use and maintain the Premises as a public open space reservation for outdoor recreational and educational uses, subject to appropriate rules and regulations, and to provide interpretation of the natural and cultural history of the Premises and the surrounding area.

The exercise of any right reserved by Grantor under this paragraph shall be in compliance with the then-current Zoning By-Law of the Town of Amherst, the Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40) and all other applicable federal, state and local law. The inclusion of any reserved right in this paragraph requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position as to whether such permit should be issued.

C. Extinguishment.

- (1) Grantee's Receipt of Property Right. The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately

vested in the Grantee, with a fair market value that is equal at least to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted Premises at that time.

(2) Value of Grantee's Property Right. Such proportionate value of the Grantee's property right shall remain constant.

(3) Right of Grantee to Recover Proportional Value at Disposition. If circumstances arise in the future that render the purpose of this Restriction impossible to accomplish, this Restriction can be terminated, released or extinguished, whether in whole or in part, only by proceedings consistent with MGL 184 or judicial proceedings in a court of competent jurisdiction. In case of any such extinguishment or other release of the Restriction, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraphs D(1) and D(2) above, subject, however, to any applicable law that expressly provides for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

(4) Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

(5) Allocation of Expenses upon Disposition. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in shares proportional to their interests in the Premises, as described in paragraphs D(1) and D(2), above.

(6). Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

D. Access. The Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows: Grantor hereby grants to the Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner with at least 24 hours advance notice for the purpose of regular monitoring and inspecting the same to determine compliance herewith, including the right to access the Premises over roads and rights of way owned by the Grantor and any rights of way or other access ways now or hereafter available to Grantor for access to the Premises, and (b) after 30 days' prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof. (c) If the adjacent property, currently known as the Poor Estate, is conserved in the future, then public access will be permitted (only) on a foot trail across the eastern portion of the CR parcel to allow for foot travel between the two properties.

E. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to their condition prior to such violation (it being agreed that Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Grantor covenants and agrees to reimburse Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Conservation Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations not caused by Grantee or its agents. Any election by the Grantee as to the nature and timing of its actions pursuant to its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Acts Beyond Grantor's Control. Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

G. Duration and Assignability. The burdens of this Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction. The Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor agrees itself to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Restriction continue to be carried out; (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws, as an eligible donee to receive this Restriction directly; and (iii) Grantee complies with the provisions required by Article 97 of the Amendments to the State Constitution, if applicable.

H. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the proposed transfer of any such interest at least

twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Restriction or limit its enforceability in any way.

I. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Restriction of any party holding any interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Restriction, shall survive the transfer.

J. Estoppel Certificates. Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, that certifies the status of Grantor's compliance with any obligation of Grantor contained in this Restriction, or that otherwise evidences the status of this Restriction, as may reasonably be requested by Grantor.

K. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986 as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts; any amendment shall be consistent with the purposes of this Conservation Restriction, and shall not affect its perpetual duration. Any amendment shall occur only in exceptional circumstances. Any amendment shall be approved by the Secretary of Energy and Environmental Affairs or as required by applicable statutes in effect at the time of the proposed amendment and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution. Any such amendment shall be recorded in the Southern Berkshire District Registry of Deeds.

L. Effective Date. This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Southern Berkshire District Registry of Deeds.

M. Recordation. The Grantee shall record this instrument in timely fashion in the Southern Berkshire District Registry of Deeds.

N. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed to the party to be notified, at the address last known to the notifying party or as is reasonably ascertainable.

O. Miscellaneous

(1) Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

(2) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(3) Severability. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

(4) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Restriction, all of which are merged herein.

(5) Joint Obligation. The obligations imposed by this Restriction upon the parties that together comprise "Grantor" shall be joint and several.

(6) Captions. The captions in this instrument have been inserted solely for convenience of reference. They are not a part of this instrument and shall have no effect upon construction or interpretation.

(7) Pre-existing rights of the Public. Approval of this Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises. Any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction.

(8) No Merger. No assignment of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall be made if it will cause this Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger." Should it be determined that a proposed transaction with respect to the Premises would cause title to merge and this Restriction to be extinguished, then the proposed transaction will be of no effect until this Restriction is assigned to a successor Grantee qualified to receive the assignment, in accordance with Paragraph J ("Subsequent Transfers"), above.

(9) Counterparts. This Restriction may be executed in counterparts and shall constitute a single agreement whether or not all signatures appear on a single copy hereof

(10) Baseline Documentation: In order to establish the present condition of the Premises and the conservation values thereon which are protected by this Conservation Restriction, so as to enable the Grantee to monitor future uses of the Property and to assure compliance with the terms hereof, Grantor and Grantee will prepare an inventory of the relevant features and conditions of the Premises (the "Baseline Documentation Report"), and agree that the same is an accurate representation of the condition of the

Premises as of the date of the execution of this Conservation Restriction. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantee.

(11) Subordination. Grantor has independently checked Grantor's title and found no outstanding liens of record, except as set forth in Exhibit A.

Executed under seal this _____ day of _____, 2009.

GRANTOR:

Sabina Cournoyer

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2009

On this ____ day of _____, 2009, before me, the undersigned notary public, personally appeared Sabina Cournoyer, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ACCEPTANCE OF GRANT

At a meeting held on December 17, 2009 it was voted to authorize the acceptance of the above Conservation Restriction, which is accepted this _____ day of _____, 2009.

THE KESTREL TRUST

By: _____

Its: _____

By: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2009

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Amherst, Massachusetts, hereby certify that at a meeting duly held on December 14, 2009, the Select Board voted to approve the foregoing Conservation Restriction to The Kestrel Trust pursuant to M.G.L. Chapter 184, Section 32.

Select Board

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2009

On this ____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to The Kestrel Trust has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: _____, 2009

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2009

On this ____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

EXHIBIT A

The land Amherst, Hampshire County, Massachusetts, located on the easterly side of Wentworth Manor Drive, more particularly bounded and described as follows:

TRACT 1:

The land shown as Parcel A and measuring 5.415 acres, more or less, on a plan titled, "Plan of Land in Amherst, Massachusetts, prepared for Sabina Cournoyer," dated July 2, 2009, and recorded in the Hampshire County Registry of Deeds in Plan Book 221, Page 18. For title see deed of Wesley J. Wentworth, Pearl I. Wentworth and James S. Bulkley, Trustees under a written indenture of trust entitled "Wentworth-Amherst Realty Trust", dated December 6, 1962, to Norman G. Cournoyer and Sabina E. Cournoyer a/k/a Sabina G. Cournoyer, dated October 5, 1966 and recorded in the Hampshire County Registry of Deeds in Book 1495, Page 490. See also deed of Norman G. Cournoyer to Norman G. Cournoyer and Sabina G. Cournoyer a/k/a Sabina E. Cournoyer, dated March 3, 1994 and recorded in the Hampshire County Registry of Deeds in Book 4433, Page 177. See also deed of Stephen W. Brode to Norman J. Cournoyer a/k/a Norman G. Cournoyer and Sabina E. Cournoyer a/k/a Sabina G. Cournoyer dated March 31, 1988 and recorded in the Hampshire County Registry of Deeds in Book 3151, Page 49. See also Hampshire County Probate Court Docket No. HS07P000SZEP.

EXCEPTING AND EXCLUDING:

The land described as Lots 6 and 7 in a deed of Wesley J. Wentworth, Pearl I. Wentworth and James S. Bulkley, Trustees under a written indenture of trust entitled "Wentworth-Amherst Realty Trust", dated December 6, 1962, to Norman G. Cournoyer and Sabina E. Cournoyer a/k/a Sabina G. Cournoyer, dated October 5, 1966 and recorded in the Hampshire County Registry of Deeds in Book 1495, Page 490, described as follows:

Beginning at a concrete bound set at the most extreme southeasterly point of Wentworth Manor Drive, running N. 13° 40' 38" E. a distance of 170.03 feet along Wentworth Manor Drive, thence turning and running northeasterly along Wentworth Manor Drive in a line forming an arc with a radius of 100.00 feet, a distance of 90.92 feet to a concrete bound; thence turning and running S. 71° 02' 47" E. a distance of 163.64 feet along land now or formerly of Mark C. Zacek and Laurie E. Zacek to an iron pipe; thence turning and running S. 09° 15' 14" W. a distance of 126.09 feet along other land of Sabina Cournoyer to an iron pipe; thence running S. 09° 15' 14" W. a distance of 115.00 feet along other land of Sabina Cournoyer to an iron pipe; thence turning and running N. 74° 38' 01" W. a distance of 220.21 feet along other land of Sabina Cournoyer to the place of beginning.

Containing 50,847 square feet, more or less. Tract 1 of this restriction contains 4.07 acres, more or less.

TRACT 2:

The land shown as Parcel B and measuring 15,330 square feet, more or less, on a plan titled, "Plan of Land in Amherst, Massachusetts, prepared for Sabina Cournoyer," dated July 2, 2009, and recorded in the Hampshire County Registry of Deeds in Plan Book 221, Page 18. For title see deed Sabina E. Shelby f/k/a Sabina E. Cournoyer to Sabina E. Cournoyer dated December __, 2009 and recorded in the Hampshire County Registry of Deeds in Book __, Page __. See also deed of Norman G. Cournoyer to Sabina E. Cournoyer dated March 3, 1994, and recorded in the Hampshire County Registry of Deeds in Book 4433, Page 175. See also Hampshire County Probate Court Docket No. HS07P000SZEP.